INDEX.

PAGE

ARTICLES.

ASSUMPSIT, HISTORY OF. *J. B. Ames* 1, 53
ASSUMPSIT FOR USE AND OCCUPATION. *J. B. Ames* 377
CONSTITUTIONS, COMPARATIVE MERITS OF WRITTEN AND PRESCRIPTIVE. *Thomas M. Cooley* 341
CORPORATIONS, HISTORY OF THE LAW OF BUSINESS, BEFORE 1800. *Samuel Williston* 105, 149
EMPLOYERS' LIABILITY, STATUTORY CHANGES IN. *M. C. Hobbs* 212
EQUITY JURISDICTION, BRIEF SURVEY OF. *C. C. Langdell* 241
GREAT PONDS. *T. M. Stetson* 316
INDIANS AND THE LAW. *Austin Abbott* 167
LIQUOR STATUTES IN THE UNITED STATES. *W. C. Osborn* 125
LUMLEY *v.* GYE, PRINCIPLE OF, AND ITS APPLICATION. *William Schofield* 19
QUARANTINE LAWS, RIGHT OF STATES TO ENACT. *B. H. Lee* . . . 267, 293
SOUTHERN QUESTION, LEGAL ASPECT OF. *E. I. Smith* 358
SOVEREIGNTY, LIMITS OF. *A. Lawrence Lowell* 70
TRUST PROPERTY, RIGHT TO FOLLOW. *Samuel Williston* 28
WATUPPA POND CASES. *S. D. Warren, Jr., and L. D. Brandeis* . . 195

NOTES AND LAW SCHOOL.

Cases referred to in the Notes are indexed under "Cases."

BILLS AND NOTES. Fictitious names (Lecture note) 47
CONNECTICUT. First written constitution (Note) 384
CONSTITUTIONAL LAW. No constitutional limitation upon power of Federal Government to impair obligation of contracts (Note) 180
EVIDENCE. Circumstantial evidence in poisoning cases (Note) 285
Declaration of testator to prove contents of lost will (Lecture note) 94
Use of documents to refresh memory of witness (Note) 41
HARVARD LAW ASSOCIATION. Formation in 1868 (Note) 88
HARVARD LAW REVIEW (Editorial) 40
HARVARD LAW SCHOOL. Class secretaries' reports (Note) 139
Dean's report for 1887–88 (Note) 333
Honor degrees (Note) 334
President's report for 1887–88 (Note) 332
Registered students, 1888–89 (Note) 180
System of instruction (Notes) 141, 283
HARVARD LAW SCHOOL ASSOCIATION (Editorial) 139
Number of Members (Note) 42
Prize essay (Note) 332
LARCENY. Ashwell's case (Lecture note) 46
LAWYERS AS SPEECH-MAKERS (Note) 286

PAGE

NOTES AND LAW SCHOOL. — *Continued.*

LEASE. Tenant's relief in equity for breach of condition (Lecture note) 94
PARDONS. Conditional grant (Note) 181
Conditional pardons and parole system in Ohio (Correspondence) 231
PRESCRIPTION. Not prevented by threats (Moot Court) 43
SELDEN SOCIETY (Correspondence) 381
SLANDER. Conditional privilege (Lecture note) 233
STATUTE OF FRAUDS. Authorship (Correspondence) 42
SUPREME COURT OF UNITED STATES. Origin (Note) 382
TENANCY IN COMMON IN SALES FROM GRAIN ELEVATOR (Club Court) 142

REVIEWS.

Abbott's Code Practice 193
Bailey's Conflict of Judicial Decisions 191
Bates on Partnership 103
Bennett on Lis Pendens 102
Black on Tax-Titles 148
Bonham on Industrial Liberty 340
Cochran's Students' Law Lexicon 340
Easterly on Tithes 340
Elliott's Work of the Advocate 392
Ewell's Essentials of the Law 148
Fraser on Torts 340
Gray's Cases on Property 194
Hare's American Constitutional Law 391
Heard's Short on Informations 194
Maitland's Select Pleas of the Crown 292
Miller on Conditional Sales 339
Newmark on Sales 147
Smith's Mercantile Law 392
Tucker on Business Corporations 104
Wait on Insolvent Corporations 193
Waterman on Corporations 192

CASES.

ACCOUNT. When an account rendered becomes an account stated . . . 100
ACCOUNT-BOOK. See *Evidence.*
ADMINISTRATORS. See *Executors and Administrators.*
AGENCY. Knowledge of agent imputed to principal 48
Right of real-estate brokers to commission 145
Liability of telegraph company for fraudulent acts of agent . . . 190
Attorney has no authority to compromise 234
AGENT. See *Agency.*
ARCHITECT. See *Master and Servant.*
ASSAULT. See *Criminal Law.*
ASSUMPSIT. See *Contract; Quasi-Contract.*
ATTORNEY. Disbarment 48

PAGE

CASES.—ATTORNEY.—*Continued.*
Cannot compromise 234
BANKS AND BANKING. Drafts for collection 48
Check not an equitable assignment 49
Creditor preferred whose misappropriated funds have swelled assets 51
Mingling funds before insolvency 96, 187
Nature of savings-bank 386
See, also, *Bills and Notes.*
BILLS AND NOTES. Oral acceptance of bill of exchange 49
Check not an equitable assignment 49
Promissory note as evidence of debt 51
Discounts and collections; agreement to keep proceeds separate, . 96
Purchaser for value 101
Collateral promise; negotiability 145
Protest and notice 187
Liability of indorser of non-negotiable note 287
Parol evidence of condition subsequent is admissible 387
See, also, *Banks and Banking.*
BINDING RECEIPT. See *Insurance.*
BOND. See *Real Property.*
BOOK-ENTRIES. See *Evidence.*
BROKER. See *Agency.*
CARRIER. See *Common Carriers.*
CHARITABLE CORPORATIONS. See *Corporations.*
CHECK. See *Bills and Notes.*
CHILDREN. See *Real Property.*
CHINESE. See *Constitutional Law.*
CHURCH. Statutory right in England to attend church (note) 285
CITIZENS. See *Constitutional Law.*
CIVIL DEATH. See *Death.*
CIVIL RIGHTS. See *Constitutional Law.*
CLAIRVOYANTS. See *Physicians.*
CLERGYMEN. See *Immigration.*
CLIENT. See *Attorney.*
COMMON CARRIERS. Limitation of liability 96
Transportation companies 96
Duty to provide seats for passengers 143
Ejection of passenger for failure to produce ticket 187
Care due to intoxicated passenger 235
Care due to passenger from connecting line 287
Goods delayed by strike 287
Railway ticket 386
Malicious negligence of employee 386
CONFLICT OF LAWS. Enforcement of statute of another State 52
Capacity to contract; *lex loci* 235
Assignments void in another State 386
CONSTITUTIONAL LAW. Citizens of another State 237
Due process of law; confinement for drunkenness 96
Taking property without compensation; oleomargarine acts 143, 237

PAGE

CASES. — CONSTITUTIONAL LAW. — *Continued.*
Impairing obligation of contracts; repeal of charter (also note) 336, 382
Eminent domain 287
Equality; class legislation 143
Ex post facto law; Chinese Exclusion Act of 1888 287
Act void in part 288
Impairing obligation of contracts 288
By exercise of police power 236
Infamous crime under Fifth Amendment 336
Interstate commerce 386
Sleeping-cars 97
Intoxicating liquor 97
Drummer tax 235
Licensing engineers 236
Prohibition; due process of law 236
Telegraph companies 143, 236
Jury; right to trial by 288
Trial by eleven jurors with prisoner's consent 143
Liberty to pursue a trade 143
Local option 235
Not a delegation of legislative power 49
Local self-government subject to State control 288
Patent obtained by fraud may be revoked by United States . . . 288
Police power; civil rights 236
Revocation of physician's license by State 188
Prohibition 97
Suits against States 188
Testimony by defendant against himself 187
Tonnage duty on vessels engaged in oyster dredging 386
Woman suffrage (note) 231
CONTEMPT OF COURT. Advertisements for evidence 237
CONTENTS. Fraud inferred from gross inadequacy of consideration . . 336
Specific performance 289
When vendor has devised land 289
CONTRACT LABOR. See *Immigration.*
CONTRACTS. Consideration; forbearance to sue 49
General assumpsit; promissory note as evidence of debt 51
Right of beneficiary to sue 97
Acceptance of offer by telegram 289
Check of third person good consideration for release from debt of larger amount 289
See, also, *Conflict of Laws; Quasi-Contract.*
CONVERSION. See *Trover.*
COPYRIGHT. Adaptation of sheet-music to organettes 50
Extracts from a book 97
Reports of decisions 336
CORPORATIONS. Civil liability of charitable corporations 49
Corporations cannot enter into partnership 144
Contracts in restraint of trade 237

PAGE

CASES. — CORPORATIONS. — *Continued.*
Voting power of pledgees of stock 237
Liability for negligence 336
Domicile 387
See, also, *Constitutional Law.*
COVENANT. See *Landlord and Tenant.*
CREDITOR. See *Insolvency.*
CRIMINAL LAW. Assault by administering poison 50
Communicating venereal disease 386
Corporal punishment by teacher 96
Conspiracy; restraint of trade 335
Former crimes evidence of motive 144
Homicide; irresistible impulse 387
Liability for killing by third person 238
With intent to commit a felony not necessarily murder (note) 180
Instructions to jury 337
Larceny; of a dog (note) 40
Consent of owner to the taking 145
Decoy letter to fictitious address 145
Obtaining of possession by false pretence 290
Phonographic notes may be stolen 100
Perjury; evidence 51
Polygamy; "Edmunds' law" 98
Rape; consent of child under ten 146
Fresh complaint 98
Statute making certain things *prima facie* evidence 99
See, also, *Evidence.*
DAMAGES. Duty of plaintiff to keep down 144
Mental suffering from delay of telegram 146
In trover 183
Conversion of pledge 188
Misstatement in prospectus of company 189
For negligently killing minor child 189
For breach of warranty 291
For personal injury 337
Exemplary damages for malicious negligence of employee 386
DEATH. Presumption of, from seven years' absence 188
Civil death 240
DECEIT. Measure of damages for misstatement in prospectus of company 189
Careless statements (also note) 384, 388
DEDICATION. See *Highway.*
DEED. See *Real Property.*
DEPOSITION. See *Evidence.*
DEVISE. See *Wills.*
DIVORCE. See *Husband and Wife.*
DOWER. Plea of purchase for value no bar 146
In lands obtained by unrecorded deed, good against subsequent purchasers 147
DRAFTS. See *Bills and Notes.*

PAGE

CASES.—*Continued.*

DRUMMER TAX. See *Constitutional Law.*

DRUNKENNESS. See *Constitutional Law.*

DUE PROCESS OF LAW. See *Constitutional Law.*

DURESS. Equitable 98

Refusal to honor check 237

Financial embarrassment 237

EDMUNDS' LAW. See *Evidence.*

EMINENT DOMAIN. Acquiescence of owner to illegal taking of land, . 50

See, also, *Constitutional Law.*

ENGINEERS. See *Constitutional Law.*

EQUITY. Injunction on continuing trespass before trial at law 51

Effect of appeal. 101

Preliminary; unsettled rule of law. 238

Lapse of time 144

Specific performance 289

ESTATE. See *Real Property.*

ESTOPPEL. By judgment. 98

EVIDENCE. Account-book 50

Book-entries 144

Character 50, 98

Crimes constituting part of a series (note) 42

Cross-examination: intervenors 238

Deposition by one afterwards executed 50

Former crimes showing motive. 98, 144

Hearsay 238

Insanity 99

Judicial notice that certain railroads are competing lines. 387

Mental incapacity of grantor inferred from unnatural disposition of estate 99

Opinion 51

Perjury 51

Polygamy; "Edmunds' Law," 98

Presumption of death from seven years' absence 189

Prima facie evidence designated by statute 99

Privileged communications 337

Rape; fresh complaint 98

Witness not required to divulge trade secrets 146

Compelling defendant to be a witness against himself . . . 187

Writings; comparison of hands 237

Parol evidence of condition precedent 289

condition subsequent 387

Rules of construction are rules of presumption giving a *prima facie* meaning (note) 182

See, also, *Criminal Law.*

EXECUTORS AND ADMINISTRATORS. Indirect sale by administrator to himself void 48

Executor cannot set off debt barred by statute of limitations . . . 337

When chargeable with interest 337

EXECUTORY DEVISE. See *Wills.*

EX POST FACTO LAWS. See *Constitutional Law.*

PAGE

CASES.—*Continued.*

EXTRADITION. Prosecution of person extradited for another crime . . . 337
FACTOR. See *Agency.*
FALSE PRETENCES. See *Criminal Law.*
FEDERAL COURTS. Jurisdiction under Act of March 3, 1887 . . . . 51, 387
Following State decisions 387
FELLOW-SERVANT. See *Negligence.*
FRAUDS. See *Statute of.*
GREAT PONDS. See *Waters and Watercourses.*
HANDWRITING. See *Evidence.*
HEARSAY. See *Evidence.*
HIGHWAYS. Dedication 51, 99, 290
Right of abuttors to light and air 290
HOMICIDE. See *Criminal Law.*
HUSBAND AND WIFE. Liability of husband for wife's debts 99
Partnership between 99
Liability of husband for wife's necessaries 100
No claim for services rendered by a woman for her supposed husband 186
Property in common 189
Judicial separation 290
Separate estate of wife may be mortgaged for husband's debts . . 337
No common law marriage between slaves (note) 140
Husband may enforce wife's contract with himself 387
Statutes relating to married women 390
IMMIGRATION. Contract labor; clergymen 238
INDORSER. See *Bills and Notes.*
INFANT. Contract for benefit of infant enforceable 388
Member of partnership 389
INJUNCTION. See *Equity.*
INSANITY. See *Criminal Law.*
INSOLVENCY. Creditor preferred when misappropriated funds have swelled assets 51
See, also, *Banks and Banking; Partnership.*
INSURANCE. Condition against reinsurance 99
Duration of binding receipt 189
Rights of beneficiary in life policy 239
Rights of creditors against beneficiaries 290
Condition against incendiarism 290
INTERSTATE COMMERCE. Enforcement of decrees of Interstate Commerce Commission (note) 284
See, also, *Constitutional Law.*
INTERVENORS. See *Evidence.*
JUDICIAL NOTICE. See *Evidence.*
JUDICIAL SALES. Failure of purchaser to comply with bid 388
JURY. Prisoner may consent to trial by eleven jurors 143
Qualifications of grand juror 337
Method of estimating damages 388
See, also, *Constitutional Law.*
LANDLORD AND TENANT. Liability for defective premises 100
Covenant to insure 100
Covenant against annoyance and nuisance 189

PAGE

CASES. — LANDLORD AND TENANT. — *Continued.*
Tenancy from week to week 238
LAPSE OF TIME. See *Equity.*
LARCENY. See *Criminal Law.*
LEASE. See *Landlord and Tenant.*
LEX LOCI. See *Conflict of Laws.*
LIBEL. Privileged communications 145
LICENSE. By parol to do an act upon licensor's land 239
See, also, *Constitutional Law.*
LIEN. On land partially bought in good faith with plaintiff's money 388
LIGHT AND AIR. See *Highways; Nuisance.*
LIMITATIONS. See *Statute of.*
LIQUOR. See *Constitutional Law; Evidence.*
LOCAL OPTION. See *Constitutional Law.*
MALPRACTICE. See *Physicians.*
MANDAMUS. Lies against governor of a State 100
MARRIAGE. See *Husband and Wife.*
MASTER AND SERVANT. Supervising architect a servant 52
Fellow-servant 100
Relation of, not determined conclusively by form of contract 240
See, also, *Negligence.*
MINOR. See *Infant; Negligence.*
MISREPRESENTATION. See *Deceit.*
MISTAKE. See *Quasi-Contract.*
MORTGAGE. See *Real Property.*
NEGLIGENCE. Employer's liability for negligence of supervising architect 52
Negligence of fellow-servant 100
Child presumed incapable of negligence 99
Damages from mental suffering for delay of telegram 146
Damages for killing a minor child 189
Imputed; carrier and passenger ("The Bernina") (note) 140
Driver and passenger 190, 291
Parent and child 190
Prima facie case against railroad company for injury to stock . . . 240
Owner of property not liable for acts of mere licensee 290
Volenti non fit injuria 291
Care required of child of tender years 338
Duty to repair property abutting on highway 338
Violation of city ordinance by railroad 338
Careless statements (also note) 384, 388
NOTES. See *Bills and Notes.*
NOVATION. Assent of creditor necessary 389
NUISANCE. Church bells 100
Malicious obstruction of light and air 145
Covenant in lease against 189
OBLIGATION OF CONTRACTS. See *Constitutional Law.*
OLEOMARGARINE. See *Constitutional Law.*
PARENT. See *Negligence.*
PARTNERSHIP. Between husband and wife 99
Sharing in profits as evidence of (note) 150
Profits paid as salary to agent does not make agent partner 145

PAGE

CASES. — PARTNERSHIP. — *Continued.*
Entity of 338
What passes to assignee of partner's interest 338
Right to use trade-mark after dissolution of partnership 339
Infant partner 389
PASSENGER. See *Common Carriers.*
PATENTS. Apparatus and principle. (Telephone cases) (note) 42
Duration in case of prior foreign patents 389
See, also, *Constitutional Law.*
PERPETUITIES. See *Real Property.*
PHYSICIANS. Clairvoyant must exercise skill of ordinary physician . . . 290
See, also, *Constitutional Law.*
PLEDGE. Sale of, by mistake 188
Delivery of goods need not be contemporaneous with loan . . . 190
POLICE POWER. See *Constitutional Law.*
POLYGAMY. See *Evidence.*
POST-OFFICE. See *Criminal Law.*
PRIVILEGED COMMUNICATIONS. See *Evidence; Libel; Slander.*
PROHIBITION. See *Constitutional Law.*
PROTEST. See *Bills and Notes.*
PURCHASE FOR VALUE. Delivery of deed obtained by fraud 97
Purchaser of note 101
No defence against claim for dower 146
No defence against claim for dower in lands obtained by unrecorded deed 147
QUASI-CONTRACT. Mistake of law; voluntary payment 52
Work and labor by woman for supposed husband 186
Mistake of fact 389
See, also, *Contract.*
QUITCLAIM DEED. See *Real Property.*
RAILROADS. See *Common Carriers; Master and Servant; Negligence.*
RAPE. See *Criminal Law.*
REAL PROPERTY. Life estate, reservation of title till grantor's death . . 50
Rule against perpetuities 52
Deed passes no title when delivery is procured by fraud 97
Deed; mistake in description 97
Conveyance to a class 237
Liability for taxes as between maker and holder of bond for title 240
Quit-claim deed in claim of title 289
Mortgage covering future advances 338
Adverse possession by successive disseisors 339
Rule against perpetuities; gift to a class (note) 182
Evidence that woman is past child-bearing 389
Tenancy by entirety 390
RECOUPEMENT. See *Damages.*
REGULATION OF COMMERCE. See *Constitutional Law.*
RESTRAINT ON ALIENATION. See *Real Property.*
SALES. Warranty 291
See, also, *Judicial Sales.*
SHIFTING USE. See *Real Property.*

PAGE

CASES. — *Continued.*

SLANDER. Privileged communication 145

SPECIFIC PERFORMANCE. See *Contract; Equity.*

STATES. See *Constitutional Law.*

STATUTE. See *Conflict of Laws; Federal Courts; Evidence.*

STATUTE OF FRAUDS. Sale of land; continuing possession of vendor, 101

Joint possession of grantor and grantee 101

Memorandum 338

Agreement made in court 390

STATUTE OF LIMITATIONS. Statute does not run against will fraudulently concealed 101

Adverse possession by successive disseisors 390

Color of title 390

Statute runs from time of payment of money under mistake of fact 389

See, also, *Wills.*

STRIKES. See *Common Carriers.*

SUBROGATION. Voluntary payment of debt 101

SURETYSHIP. Release of principal 100

TAX. See *Constitutional Law; Real Property.*

TEACHER. See *Criminal Law.*

TELEGRAPH COMPANIES. Liability for delay of telegram 146

Liability for fraudulent acts of agent 190

Liability for failure to deliver message 390

See, also, *Constitutional Law; Contracts.*

TENANT. See *Landlord and Tenant.*

TICKETS. See *Common Carriers.*

TRADE-MARKS. Right to use after dissolution of partnership 339

TRESPASS. Using one's premises to injury of another 146

TROVER. Measure of damages 188

Damages for sale of pledge by mistake 188

Warehouseman 390

Removal of goods by teamster in good faith 390

TRUSTEE. See *Trust.*

TRUSTS. Constructive trust; restitution of land obtained by fraud . . . 49

Proceeds of trust funds 147

Purchase by attorney of outstanding title 291

Spendthrift trusts 147

Resulting trust 52

Mingling of funds by bank before insolvency 96

Removal of trustee 101

Charitable uses 146

Effect of church laws and canons 390

ULTRA VIRES. See *Corporations.*

VENDOR'S LIEN. Not destroyed by assignment of note for unpaid purchase money 190

VENUE. Federal jurisdiction under Act of March 3, 1887 51

See, also, *Federal Courts.*

WAREHOUSEMAN. See *Trover.*

WARRANTY. See *Sales.*

WATER AND WATER-COURSES. Right of State in "great ponds" . . . 291

PAGE

CASES.—*Continued.*

WIFE. See *Husband and Wife.*

WILLS. Mental capacity of testator 391
Attestation 391
Devise by vendor of land if assented to by vendee supersedes contract of sale 289
Fraudulent concealment of a will prevents statute of limitations from running 101
Executory devise 240
Loss of testator's duplicate 240
Execution of power of appointment 339
See, also, *Statute of Limitations; Contracts; Equity.*

WITNESS. See *Evidence.*

WOMAN SUFFRAGE. See *Constitutional Law.*

WORK AND LABOR. See *Quasi-Contract.*

WRITINGS. See *Evidence.*

TABLE OF CASES DIGESTED IN "RECENT CASES" AND "NOTES."

Adams *v.* Chicago, B., & N. Ry. Co. (Minn.) 290
Adams *v.* Schiffer (Col.) 237
Ætna Life Ins. Co. *v.* Middleport, s. c. 124 U. S. 534 101
Agency Co. *v.* Short (Eng.) 339
Alabama G. S. R. R. Co. *v.* Yarbrough, s. c. 83 Ala. 238 51
Allen *v.* De Lagerberger (Ohio) 237
American Ins. Co. *v.* Reflogle (Ind.) 99
Anderson *v.* State (Tex.) 51
Armstrong, *In re* (U. S. Cir. Ct. Ohio) 49
Asher *v.* State of Texas (U. S. Sup. Ct.) 235
Atlantic City Co. *v.* Water Co. (N. J.) 238
Austin *v.* Seligman 97
Avery *v.* Everett, s. c. 110 N. Y. 317 240
Badeley *v.* Consolidated Bank (Eng.) (note) 180
Baker *v.* Stewart (Kan.) 390
Baldwin *v.* Foss, s. c. 71 Ia. 389 52
Ballew *v.* Casey (Tex.) 189
Balls *v.* Dampman (Md.) 339
Baltimore & O. R. R. Co. *v.* Colvin, s. c. 118 Pa. St. 230 50
Banks *v.* Manchester (U. S. Sup. Ct.) 336
Barnes, *In re* (Cal.) 48
Barnett *v.* State, s. c. 83 Ala. 40 98
Bartlett *v.* Christhilf (Md.) 145
Bate Refrigerating Co. *v.* Hammond Co. (U. S. Sup. Ct.) 389
Beede *v.* Lamprey, s. c. 64 N. H. 510 188
Bernina, The (Mills *v.* Armstrong, Eng.) (note) 140
Bidder *v.* Bridges (Eng.) 289
Birkett *v.* Knickerbocker Ice Co., s. c. 110 N. Y. 504 190
Biscaillon *v.* Blood, s. c. 64 N. H. 565 190
Bitzen *v.* Bobo *et al.* (Minn.) 147
Blackburn, Low, & Co. *v.* Vigors (Eng.), s. c. 12 App. Cas. 531 48
Block *v.* Merchants' D. T. Co., s. c. 86 Tenn. 392 96
Bloomer *v.* Todd (Wash. Terr.) (note) 182

TABLE OF CASES. — *Continued.*

PAGE

Bond *v.* Kilvery (Ill.) 140
Booth *v.* Lloyd (U. S. Cir. Ct. Md.) 237
Bowers *v.* Evans, s. c. 71 Wis. 133 52
Bowman *v.* Chicago & N. W. Ry. Co., s. c. 125 U. S. 465 97
Boyer *v.* Floury (Ga.) 52
Bressey's Adm'r *v.* Gross (Ky.) 99
Brockley *v.* Brockley (Pa.) 234
Brodnax *v.* Ætna Ins. Co. (U. S. Sup. Ct.) 338
Brooklyn Street, *In re*, s. c. 118 Pa. St. 640 51
Brown *v.* Bank of Abingdon (Va.) 187
Buffalo East-side R. Co. *v.* Buffalo Street R. Co. (N. Y.) 336
Burgess *v.* Territory (Mont.) 337
Burke *v.* Smith (Mich.) 145
Burns *v.* Grand Rapids & I. R. Co. (Ind.) 52
Butler *v.* Butler (Eng.) 237
Butler *v.* M. S. & L. Ry. Co. (Eng.) 187
Butler *v.* People (Ill.) 238
Caldwell *v.* Caldwell, s. c. 45 Ohio St. 512 48
Callaghan *v.* Myers 9 Rep. U. S. Sup. Ct. 177 336
Camden *v.* Mayhew (U. S. Sup. Ct.) 388
Campbell *v.* Lunsford, s. c. 83 Ala. 512 52
Campbell Printing Press Co. *v.* Thorp (U. S. Cir. Ct. Mich.) 291
Cann *v.* Willson (Eng.) (also note) 384, 388
Carpenter *v.* Talbot (U. S. Cir. Ct. Vt.) 51
Cate *v.* Cate (Tenn.) 190
Central Nat. Bank *v.* Hume (U. S. Sup. Ct.) 289
Chae Chau Ping, *In re* (U. S. Cir. Ct. Cal.) 287
Chicago & N. W. Ry. Co. *v.* Dey (U. S. Cir. Ct. Ia.) 188
City of Kinsley *v.* Morse (Kan.) 388
Clarke *v.* Glidden (Vt.) 239
Coates *v.* State (Ark.) 99
Coy *v.* Wash. F. & M. Ins. Co. (N. J.) 189
Coggswell *v.* Griffith (Neb.) 50
Collins *v.* Jones, s. c. 83 Ala. 365 98
Com. *v.* Plaisted (Mass.) 288
Com. *v.* Robinson, s. c. 146 Mass. 571 145
Continental Nat. Bank *v.* Weems, s. c. 69 Tex. 489 96
Cooper *v.* Cooper (Eng.) 235
Cooper *v.* Cooper (Mass.) 186
Cornwell *v.* Megins (Minn.) 389
Cowan *v.* O'Conner (Eng.) 289
Dawson, *In re*; Johnston *v.* Hill (Eng.) 389
Deake, Appeal of (Me.) 101
Dize *v.* Lloyd *et al.* (U. S. Cir. Ct. Md.) 386
Dodge *v.* Childs, s. c. 38 Kan. 526 238
Donnelly *v.* Cem. Ass'n, s. c. 146 Mass. 163 49
Dorr *v.* Lovering (Mass.) (note) 184
Downard *v.* Hadley (Ind.) 291
Dunn *v.* Agriculture Soc. (Ohio) 336
Eureka, City of, *v.* Croghan (Cal.) 290

TABLE OF CASES. — *Continued.*

PAGE

Farley *v.* Deslande, s. c. 69 Tex. 458 97
Farney *v.* Elstner (U. S. Cir. Ct. Mich.) 97
Fellows *v.* Wood (Eng.) 388
Filli *v.* Delaware, L., & W. R. Co. (U. S. Cir. Ct. N. Y.) 387
First Nat'l Bank of Circleville *v.* Bank of Monroe (U. S. Cir. Ct. N. Y.) . . 48
First Nat'l Bank of Montgomery *v.* Armstrong (U. S. Cir. Ct. Ohio) 187
Fisher *v.* Bishop, s. c. 108 N. Y. 25 98
Florence Mining Co. *v.* Brown, s. c. 124 U. S. 385 49
Fort Worth St. Ry. Co. *v.* Rosedale Co., s. c. 68 Tex. 169. 101
Fuller *v.* Fox (N. C.) 237
Gallagher *v.* Gallagher (W. Va.) 101
Galveston, City of, *v.* Williams, s. c. 69 Tex. 449. 97
Garner *v.* Germania Life Ins. Co., s. c. 110 N. Y. 266. 239
Gould *v.* McFall, s. c. 118 Pa. St. 455 52
Grand Rapids & I. R. Co. *v.* Sparrow (U. S. Cir. Ct. Mich.) 288
Greenwood *v.* Marvin (N. Y.) 338
Gulf, C. & St. F. R. Co. *v.* State (Tex.) 387
Gurley *v.* Armstead (Mass.) 390
Haas *v.* Kansas City, F. S., & G. R. Co. (N. C.) 287
Hall *v.* Ry. Co. (U. S. Cir. Ct.) 187
Hall *v.* Ry. Co. (S. C.) 187
Hardenbergh *v.* Ry. Co. (Minn.). 143
Harold *v.* Iron Silver Mining Co. (U. S. Cir. Ct. Cal.). 51
Harrell *v.* Harrell (Ind.) 387
Harrod *v.* Carder's Adm. (Ohio) 337
Heatley *v.* Benham (Eng.) 189
Henderson Co. *v.* Lowell Shops (Ky.) 100
Hicks *v.* Turck (Mich.) 289
Hilton *v.* Tucker (Eng.) 190
Holland *v.* Allcock, s. c. 108 N. Y. 312. 146
Hopkins *v.* Orr, s. c. 124 U. S. 510 51
Horsford *v.* Judge (U. S. Cir. Ct. N. C.). 144
Hostetter *v.* Hollinger, s. c. 117 Pa. St. 606 97
Hudmon *v.* Du Bose (Ala.) 390
Hunt *v.* Blackburn, s. c. 127 U. S. 774 337
Hunt *v.* Brown, s. c. 146 Mass. 253 98
Hunt *v.* Elliott (Cal.). 388
Hutchins, Ex'r, *v.* George (N. J.) 146
Indiana, B., & W. Ry. Co. *v.* Allen (Ind.). 50
Jaehne *v.* People (U. S. Sup. Ct.) 288
Johnson *v.* McMillan (Mich.) 100
Johnston *v.* Hill; *In re* Dawson (Eng.). 389
Jones *v.* Harding (Eng.) 240
Jones *v.* Ward, s. c. 71 Wis. 152. 100
Kennedy *v.* McTammany (U. S. Cir. Ct. Mass.) 50
Kentucky & Indiana Bridge Co. *v.* Louisville & Nashville R.R. (U. S. Circ. Ct. Ky.) (note) 284
Kerr *v.* Lunsford (W. Va.) 391
Kidd *v.* Pearson (U. S. Sup. Ct.) 236
Lafferty *v.* Chicago & W. M. Ry. Co. (Mich.) 190
Leader *v.* Duffey (Eng.) (note). 183
Leather Mfr's Nat'l. B'k. *v.* Merchants' B'k. (U. S. Sup. Ct.) 389

TABLE OF CASES.— *Continued.*

PAGE

Leloup *v.* Port of Mobile, s. c. 127 U. S. 640 143
Leslie *v.* Lorillard, s. c. 110 N. Y. 519 237
Lewis *v.* Lynn Inst. for Savings (Mass.) 386
Lloyd *v.* Lloyd (Vt.) 144
Louisville Co. *v.* Lorick (S. C.) 339
Mackay's Will, *in re* (N. Y.) 391
Mactier *v.* Osborne, s. c. 146 Mass. 399 100
Mallory *v.* Hananer Oil Works, s. c. 86 Tenn. 598 144
Mannix *v.* Purcell (Ohio) 390
Martin *v.* Ingham, s. c. 38 Kan. 641 100
Maulsley *v.* Reifsnider (Md.) 145
McCord *v.* W. U. T. Co. (Minn.) 190
McNulty, *ex parte* (Cal.) 188
Meekins *v.* Newbury (N. C.) 289
Mellichampy *v.* Mellichampy (S. C.) 237
Menendez *v.* Holt (U. S. Sup. Ct.) 339
Mills *v.* Armstrong (The Bernina, Eng.) (note) 140
Missouri Pac. R. Co. *v.* Evans (Tex.) 235
Missouri Pac. R. Co. *v.* Ivy (Tex.) 240
Missouri Pac. R. Co. *v.* Johnson (Tex.) 144
Mitchell *v.* Farrish (Md.) 146
Mobile & G. R. Co. *v.* Caldwell, s. c. 83 Ala. 196 240
Mogul Steamship Co. *v.* McGregor, Gow, & Co. (Eng.) 335
Moulton *v.* Smith (R. I.) 99
Moxie Nerve Food Co. *v.* Beach (U. S. Cir. Ct. Mass.) 146
Nashville, C. & St. L. Ry. Co. *v.* Alabama (U. S. Sup. Ct.) 236
Nat'l Bank of Athens *v.* Danforth (Ga.) 240
Nelson *v.* Harrington (Wis.) 290
Nesbet *v.* Town of Garner (Ia.) 190
New Orleans Water Works *v.* Brewing Co. (U. S. Cir. Ct. La.) 387
Osborne *v.* London & N. W. Ry Co. (Eng.) 291
Otway *v.* Otway (Eng.) 290
Pacific Ex. Co. *v.* Darnell (Tex.) 96
Palms *v.* Palms (Mich.) 52
Parker *v.* Walker, s. c. 86 Tenn. 566 145
Patton *v.* McCants (S. C.) 146
Paul *v.* Gloucester Co. (N. J.) 235
Peek *v.* Derry (Eng.) 187
Pelletier *v.* Conture (Mass.) 389
People *v.* Nelson, s. c. 109 N. Y. 389 144
People *v.* Goldenson (Cal.) 187
People *v.* Hanselman (Cal.) 145
People *v.* King, s. c. 110 N. Y. 418 236
People *v.* McGrath (Utah) 100
People *v.* Northey (Cal.) 337
People *v.* O'Brien (N. Y.) (also note) 382, 335
People *v.* Sharp, s. c. 107 N. Y. 427 98
Phillips *v.* Pullen (N. J.) 336
Pitkins Co. Mining Co. *v.* Morbell (U. S. Cir. Ct. Cal.) 57
Pool *v.* Anderson (Ind.) 287
Powell *v.* Com. of Pa., s. c. 127 U. S. 678 143

TABLE OF CASES.—*Continued.*

PAGE

Pratt Coal Co. *v.* Brawley, s. c. 83 Ala. 371 99
Quinn *v.* N. Y., N. H., & H. R.R. Co. (Conn.) 51
Quinn *v.* S. C. Ry. Co. (S. C.) 386
Railroad Co. *v.* State (Tex.) 387
Rogers *v.* Elliott, s. c. 146 Mass. 349 100
Regina *v.* Clarence (Eng.) 386
Regina *v.* Hall (Eng.) (note) 41
Regina *v.* Serné (Eng.) (note) 181
Rue *v.* Meirs, s. c. 43 N. J. Eq. 377 49
Rutterman *v.* W. U. Tel. Co., s. c. 127 U. S. 411 143
St. Louis, etc., Ry. Co. *v.* Harper (Ark.) 50
St. Louis, etc., Ry. Co. *v.* Terre Haute & I. R. Co. (U. S. Cir. Ct. Ill.) . . 51
Sandford *v.* Clark (Eng.) 338
Savage *v.* Blanchard 390
Savings Bank *v.* Strother (S. C.) 145
Sheldon *v.* Blanvelt (S. C.) 386
Sherwood *v.* Moelle (U. S. Cir. Ct. Mo.) 289
Shipman *v.* Dist. of Columbia, s. c. 119 U. S. 148, 704 52
Short *v.* Blunt (N. C.) 49
Silverton *v.* Marriott (Eng) 338
Simmons *v.* Headlee (Mo.) 101
Smith *v.* Smith (N. C.) 337
Smith *v.* Towers (Md.) 147
Sondley *v.* Caldwell (S. C.) 147
State *v.* Alexander (S. C.) 387
State *v.* Circuit Court of Gloucester Co. (N. J.) 235
State *v.* Fitzpatrick (R. I.) 97
State *v.* Glover, s. c. 27 S. C. 602 50
State *v.* Hall (Kan.) 337
State *v.* Johnson, s. c. 100 N. C. 494 146
State *v.* Liquors and Vessels (Me.) 99
State *v.* Marshall, s. c. 64 N. H. 549 237
State *v.* Pond (Mo.) 49
State *v.* Ryan (Wis.) 96
State *v.* Sackett (Minn.) 143
State *v.* Woodruff Coach Co., s. c. 114 Ind. 155 97
State *v.* Yates (Ohio) (note) 40
Steele *v.* Hall (U. S. Cir. Ct. Ia.) 290
Steffian *v.* Milmo Bank, s. c. 69 Tex. 543 97
Sternberger *v.* Cape Fear & Y. V. Ry. Co. (S. C.) 386
Tapia *v.* Damartini (Cal.) 338
Taylor *v.* Hargrove (N. C.) 289
Taylor *v.* Timson (Eng.) (note) 285
Telephone Cases, s. c. 126 U. S. 1 (note) 42
Thrussell *v.* Handyside (Eng.) 100
Tolhausen *v.* Davies (Eng.) 291
Toof *v.* Brewer (Miss.) 99
Town of Knightstown *v.* Musgrove (Ind.) 291

TABLE OF CASES.—*Continued.*

PAGE

Townsend, Succession of (La.) 238
Trumbo *v.* Hamel (S. C.) 338
Turner *v.* Stephenson (Mich.) 390
U. S. *v.* Bell Tel. Co. (U. S. Sup. Ct.) 288
U. S. *v.* Denicke 145
U. S. *v.* De Walt (U. S. Sup. Ct.) 336
U. S *v.* Harris 98
U. S. *v.* Rector of Church of Holy Trinity 238
U. S. *v.* Williams (Mont.) 289
Vanvactor *v.* State, s. c. 113 Ind. 276 96
Wadsworth *v.* Tel. Co., s. c. 86 Tenn. 695 146
Walker *v.* London & Prov. F. Ins. Co. (Irish) 471
Ware *v.* Allen (U. S. Sup. Ct.) 387
Washington *v.* Raleigh & G. Ry. Co. (N. C.) 287
Watuppa Reservoir Co. *v.* City of Fall River (Mass.) 291
Wells' Adm'r *v.* Ayers (Va.) 50
Western & A. R. Co. *v.* Young (Ga.) 337
Western Union Tel. Co. *v.* Brown (Tex.) 390
Wheelock *v.* Noonan, s. c. 108 N. Y. 179 51
White *v.* Hopkins (Ga.) 50
Whiteley *v.* Equit. Life Ins. Co. (Wis.) 189
Wightman *v.* Chicago & N. W. Ry. Co. (Wis.) 386
Wilder *v* Ry. Co. (Minn.) 143
Williams *v.* Huntington, s. c. 68 Md. 590 101
Wilson *v.* Glossop (Eng.) 100
Wilson *v.* Wilson, s. c. 145 Mass. 490 101
Wright *v.* Bank of Metropolis, s. c. 110 N. Y. 237 188
Zundell *et al. v.* Gess (Tex.) 388